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Our File No.: BRL20211113

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO**

BOB V. TUKIN, individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

TRUEACCORD CORP. and CVI SGP  
ACQUISITION TRUST,

Defendants.

Case No:

**CLASS ACTION  
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff BOB V. TUKIN, individually and on behalf of all others similarly  
situated, by and through the undersigned counsel, complains, states, and alleges  
against defendants TRUEACCORD CORP., and CVI SGP ACQUISITION TRUST  
as follows:

**INTRODUCTION**

1. This is an action for damages for violations of the Fair Debt Collection  
Practices Act, 15 U.S.C. § 1692, *et seq.* (the “FDCPA”)

**JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1337 and 15 U.S.C. § 1692k(d). The Court has supplemental jurisdiction of any state law claims pursuant to 28 U.S.C. §1367.

3. This court has jurisdiction over defendants TrueAccord, Inc. and CVI SGP Acquisition Trust because they regularly conduct and transact business in this state, and the conduct complained of herein occurred in this Judicial District.

4. Venue is proper in this Judicial District under 28 U.S.C. § 1391(b) because a substantial part of the conduct complained of herein occurred in this Judicial District.

5. At all relevant times, Defendants conducted business within the State of California.

**PARTIES**

6. Plaintiff Bob V. Tukin (“Plaintiff”) is a natural person who is a citizen of the State of Missouri, residing in St. Louis.

7. Plaintiff is a “consumer” as that term defined by 15 U.S.C. § 1692a(3).

8. Defendant TrueAccord, Corp. (“TrueAccord”) is a corporation organized and existing under the laws of the State of California, with its principal place of business in San Francisco County, California.

9. TrueAccord has transacted business within the State of California as is more fully set forth hereinafter in this Complaint.

1           10. TrueAccord regularly collects or attempts to collect debts asserted to be  
2 owed to others.

3  
4           11. TrueAccord is regularly engaged, for profit, in the collection of debts  
5 allegedly owed by consumers.

6           12. The principal purpose of TrueAccord's businesses is the collection of  
7 such debts.

8  
9           13. TrueAccord uses instrumentalities of interstate commerce, including  
10 telephones and the mails, in furtherance of its debt collection business.

11  
12           14. TrueAccord accord is a "debt collector" as that term is defined by 15  
13 U.S.C. § 1692a(6).

14           15. Defendant CVI SGP Acquisition Trust ("CVI") is a corporation  
15 organized and existing under the laws of the State of Delaware, with a principal place  
16 of business in New Castle County, Delaware.

17  
18           16. CVI has transacted business within the State of California as is more  
19 fully set forth hereinafter in this Complaint.

20  
21           17. CVI regularly collects or attempts to collect debts asserted to be owed  
22 to others

23  
24           18. CVI is regularly engaged, for profit, in the collection of debts allegedly  
25 owed by consumers.

26  
27           19. The principal purpose of CVI's businesses is the collection of such  
28 debts.



1           29. In their efforts to collect the alleged Debt, Defendants caused  
2 correspondence, including an email dated March 9, 2020, to be sent to Plaintiff. (A  
3 true and accurate copy of that email (the “Letter”) is annexed hereto as “**Exhibit 1.**”)  
4

5           30. The Letter conveyed information regarding the alleged Debt.

6           31. The Letter was the initial written communication Plaintiff received from  
7 Defendants concerning the alleged Debt.  
8

9           32. The Letter is a “communication” as that term is defined by 15 U.S.C. §  
10 1692a(2).  
11

12           33. 15 U.S.C. § 1692g protects Plaintiff’s concrete interests. Plaintiff has  
13 the interest and right to receive clear, accurate and unambiguous collection letters  
14 from Defendants that would allow Plaintiff to identify the source of the alleged Debt  
15 and confirm that the alleged Debt was actually owed. As set forth herein, Defendants  
16 deprived Plaintiff of these rights.  
17

18           34. 15 U.S.C. § 1692e protects Plaintiff’s concrete interests. Plaintiff has  
19 the interest and right to be free from deceptive and/or misleading communications  
20 from Defendants. As set forth herein, Defendants deprived Plaintiff of these rights.  
21

22           35. Plaintiff’s injury is “particularized” and “actual” in that the Letter that  
23 deprived Plaintiff of the aforementioned rights was addressed and sent to Plaintiff  
24 specifically.  
25  
26  
27  
28

1           36. Plaintiff's injury is directly traceable to Defendants' conduct because  
2 Defendants caused the Letter to be sent, and but for Defendants' conduct, Plaintiff  
3 would not have been deprived of the aforementioned rights.  
4

5           37. Plaintiff has been misled by Defendants' conduct.  
6

7           38. Defendants' conduct as described in this Complaint was willful, with  
8 the purpose to either harm Plaintiff or with reckless disregard for the harm to Plaintiff  
9 that could result from Defendants' conduct.  
10

11           39. Plaintiff justifiably fears that, absent this Court's intervention,  
12 Defendants will continue to use abusive, deceptive, unfair, and unlawful means in  
13 their attempts to collect the alleged Debt and other alleged debts.  
14

15           40. Plaintiff justifiably fears that, absent this Court's intervention,  
16 Defendants will ultimately cause Plaintiff unwarranted economic harm.  
17

18           41. As a result of Defendants' conduct, Plaintiff wasted time, was caused to  
19 be confused and unsure as to Plaintiff's rights, and ultimately sought counsel and  
20 advice causing Plaintiff the risk of incurring damages including reasonable attorneys'  
21 fees in reviewing Plaintiff's rights under the law and prosecuting this claim.  
22

23           42. As a result of Defendants' conduct, Plaintiff's counsel was caused to  
24 expend time, energy, and money to investigate Plaintiff's rights under the law and  
25 the legitimacy of the alleged Debt.  
26

27           43. The deprivation of Plaintiff's rights will be redressed by a favorable  
28 decision herein.



1           50. To comply with 15 U.S.C. § 1692g(a)(1), the statement of the amount  
2 of the debt must accurately set forth the actual amount of the debt.

3  
4           51. A statement of the amount of the debt, when the debt is not owed at all  
5 by the consumer, violates 15 U.S.C. § 1692g(a)(1).

6           52. The Letter claims that Plaintiff owes \$3,407.84 (the “Claimed  
7 Amount”).

8  
9           53. Plaintiff did not owe the Claimed Amount.

10           54. Plaintiff did not owe the Claimed Amount at the time the alleged Debt  
11 was assigned or otherwise transferred to Defendants for collection.

12  
13           55. Plaintiff did not owe the Claimed Amount at the time Defendants caused  
14 the Letter to be sent to Plaintiff.

15  
16           56. Plaintiff did not owe the Claimed Amount at the time Plaintiff received  
17 the Letter.

18           57. Plaintiff did not owe any money at all to Defendants.

19  
20           58. As such, Defendants did not accurately set forth the actual amount of  
21 the alleged debt as required by 15 U.S.C. § 1692g(a)(1).

22           59. Defendants’ statement of the amount of the alleged Debt, when Plaintiff  
23 did not owe any money at all to Defendants, violates 15 U.S.C. § 1692g(a)(1).

24           60. For the foregoing reasons, Defendants violated 15 U.S.C. § 1692g(a)(1)  
25 and are liable to Plaintiff therefor.  
26  
27  
28

1           61. 15 U.S.C. § 1692e provides, generally, that a debt collector may not use  
2 any false, deceptive, or misleading representation or means in connection with the  
3 collection of any debt.  
4

5           62. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the  
6 character, amount, or legal status of any debt.  
7

8           63. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or  
9 deceptive means to collect or attempt to collect any debt.  
10

11           64. An allegation by a debt collector that a consumer owes a debt, when the  
12 debt is not owed by the consumer, is a violation of 15 U.S.C. §§ 1692e, 1692e(2)(A)  
13 and 1692e(10).  
14

15           65. Defendants' allegation that Plaintiff owed the Claimed Amount is a  
16 false, deceptive, and/or misleading representation made in connection with the  
17 collection of the alleged Debt in violation of 15 U.S.C. § 1692e.  
18

19           66. Defendants' allegation that Plaintiff owed the Claimed Amount is a false  
20 representation of the character, amount, and/or legal status of the alleged Debt in  
21 violation of 15 U.S.C. § 1692e(2)(A).  
22

23           67. Defendants' allegation that Plaintiff owed the Claimed Amount is a false  
24 representation made in an attempt to collect the alleged Debt in violation of 15 U.S.C.  
25 § 1692e(10).  
26

27           68. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692e,  
28 1692e(2)(A) and 1692e(10) and are liable to Plaintiff therefor.

**SECOND COUNT**

**Violation of 15 U.S.C. §§ 1692g(a)(2), 1692e, 1692e(2)(A) and 1692e(10)**

69. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

70. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

71. As relevant here, 15 U.S.C. § 1692g(a)(2) requires the written notice provide a statement of the name of the creditor to whom the debt is owed.

72. To comply with 15 U.S.C. § 1692g(a)(2), the statement of the name of the creditor to whom the debt is owed must accurately set forth the name of the entity that actually owns the debt.

73. A statement of the name of the creditor to whom the debt is owed, when the consumer does not owe money to the stated entity, violates 15 U.S.C. § 1692g(a)(2).

74. The Letter claims that Plaintiff owes money to CVI.

75. Plaintiff did not owe money to CVI.

76. Plaintiff was never indebted to CVI.

77. Plaintiff did not owe the alleged Debt to CVI.

1           78.   CVI never offered to extend credit to Plaintiff.

2           79.   CVI never extended credit to Plaintiff.

3           80.   Plaintiff was never involved in any transaction with CVI.

4           81.   Plaintiff never entered into any contract with CVI.

5           82.   Plaintiff never did any business with CVI.

6           83.   CVI is a stranger to Plaintiff.

7           84.   Plaintiff's credit report indicates that the alleged Debt was owned by  
8           "RCS/CARVAL INVESTORS" at the time Defendants were seeking to collect the  
9           alleged Debt from Plaintiff.  
10           

11           85.   As such, Defendants did not accurately set forth the name of the entity  
12           that actually owns the debt as required by 15 U.S.C. § 1692g(a)(2).  
13           

14           86.   Defendants' statement of the name of the creditor to whom the debt is  
15           owed when Plaintiff did not owe money to that entity, violates 15 U.S.C. §  
16           1692g(a)(1).  
17           

18           87.   For the foregoing reasons, Defendants violated 15 U.S.C. § 1692g(a)(2)  
19           and are liable to Plaintiff therefor.  
20           

21           88.   15 U.S.C. § 1692e provides, generally, that a debt collector may not use  
22           any false, deceptive, or misleading representation or means in connection with the  
23           collection of any debt.  
24           

25           89.   15 U.S.C. § 1692e(2)(A) prohibits the false representation of the  
26           character, amount, or legal status of any debt.  
27

1           90. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or  
2 deceptive means to collect or attempt to collect any debt.

3  
4           91. An allegation by a debt collector that a consumer owes a debt to a certain  
5 entity, when the consumer does not owe money to that entity, is a violation of 15  
6 U.S.C. § 1692e, 1692e(2)(A) and 1692e(10).

7  
8           92. Defendants' allegation that Plaintiff owed a debt to the CVI is a false,  
9 deceptive, and/or misleading representation made in connection with the collection  
10 of the alleged Debt in violation of 15 U.S.C. § 1692e.

11  
12           93. Defendants' allegation that Plaintiff owed a debt to the CVI is a false  
13 representation of the character, amount, and/or legal status of the alleged Debt in  
14 violation of 15 U.S.C. § 1692e(2)(A).

15  
16           94. Defendants' allegation that Plaintiff owed a debt to the CVI is a false  
17 representation made in an attempt to collect the alleged Debt in violation of 15 U.S.C.  
18 § 1692e(10).

19  
20           95. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692e,  
21 1692e(2)(A) and 1692e(10) and are liable to Plaintiff therefor.

22  
23  
24                                   **THIRD COUNT**

25                                   **Violation of 15 U.S.C. §§ 1692g(b), 1692e, 1692e(5), 1692e(10) and 1692f**

26           96. Plaintiff repeats and realleges the foregoing paragraphs as if fully  
27 restated herein.

1           97. 15 U.S.C. § 1692g provides that within five days after the initial  
2 communication with a consumer in connection with the collection of any debt, a debt  
3 collector shall, unless the information is contained in the initial communication or  
4 the consumer has paid the debt, send the consumer a written notice containing certain  
5 enumerated information.  
6

7  
8           98. The written notice must contain the amount of the debt.

9           99. The written notice must contain the amount of the debt.

10           100. The written notice must contain the name of the creditor to whom the  
11 debt is owed.  
12

13           101. The written notice must contain a statement that unless the consumer,  
14 within thirty days after receipt of the notice, disputes the validity of the debt, or any  
15 portion thereof, the debt will be assumed to be valid by the debt collector.  
16

17           102. The written notice must contain a statement that if the consumer notifies  
18 the debt collector in writing within the thirty-day period that the debt, or any portion  
19 thereof, is disputed, the debt collector will obtain verification of the debt or a copy  
20 of a judgment against the consumer and a copy of such verification or judgment will  
21 be mailed to the consumer by the debt collector.  
22

23  
24           103. The written notice must contain a statement that, upon the consumer's  
25 written request within the thirty-day period, the debt collector will provide the  
26 consumer with the name and address of the original creditor, if different from the  
27 current creditor.  
28

1           104. A debt collector has the obligation, not just to convey the required  
2 information, but also to convey such clearly.

3  
4           105. Even if a debt collector conveys the required information accurately, the  
5 debt collector nonetheless violates the FDCPA if that information is overshadowed  
6 or contradicted by other language in the communication.

7  
8           106. Even if a debt collector conveys the required information accurately, the  
9 debt collector nonetheless violates the FDCPA if that information is overshadowed  
10 by other collection activities during the 30-day validation period following the  
11 communication.

12  
13           107. 15 U.S.C. § 1692g(b) provides that collection activities and  
14 communication during the 30-day period may not overshadow or be inconsistent with  
15 the disclosure of the consumer's right to dispute the debt or request the name and  
16 address of the original creditor.

17  
18           108. A collection activity or communication overshadows or contradicts the  
19 validation notice if it would make the "least sophisticated consumer" uncertain or  
20 confused as to her rights.

21  
22           109. Threatening to take legal action without explaining that such threat does  
23 not override the consumer's right to dispute the debt or demand validation of the debt  
24 is a violation of the FDCPA.

25  
26           110. The Letter threatens legal action against Plaintiff.  
27  
28

1           111. The Letter contains no statement pertaining to Plaintiff's rights  
2 following its indication that Plaintiff's account may be referred to an attorney for  
3 potential legal action.  
4

5           112. The Letter fails to advise that the threat of legal action does not override  
6 the Plaintiff's right to dispute the debt.  
7

8           113. The Letter fails to advise that the threat of legal action does not override  
9 the Plaintiff's right to demand validation of the debt.  
10

11           114. The Letter fails to advise that the threat of legal action does not override  
12 the Plaintiff's right to request information concerning the current creditor.  
13

14           115. The least sophisticated consumer, upon reading that her account may be  
15 forwarded to an attorney for potential legal action, could reasonably interpret the  
16 Letter to mean that even if she exercises her validation rights, she could nevertheless  
17 be sued.  
18

19           116. The least sophisticated consumer, upon reading that her account may be  
20 forwarded to an attorney for potential legal action, and in the absence of any further  
21 explanation, could reasonably interpret the Letter to mean that even if she disputes  
22 the validity of the debt, she could nevertheless be sued by Defendants even during  
23 the verification process.  
24

25           117. As a result of the foregoing, the Letter would likely discourage the least  
26 sophisticated consumer from exercising her right to dispute the debt.  
27  
28

1           118. As a result of the foregoing, the Letter would likely discourage the least  
2 sophisticated consumer from exercising her right to request validation of the debt.

3  
4           119. As a result of the foregoing, the threat of possible legal action would  
5 likely make the least sophisticated consumer confused as to her rights.

6  
7           120. As a result of the foregoing, the threat of possible legal action would  
8 likely make the least sophisticated consumer uncertain as to her rights.

9           121. Defendants violated § 1692g as Defendants overshadowed the  
10 information required to be provided by that Section.

11  
12           122. Defendants violated § 1692g(b) as the threat of legal action  
13 overshadows the disclosure of the consumer's right to dispute the debt or request the  
14 name and address of the original creditor.

15  
16           123. Defendants violated § 1692g(b) as the threat of legal action is  
17 inconsistent with disclosure of the consumer's right to dispute the debt or request the  
18 name and address of the original creditor.

19  
20           124. 15 U.S.C. § 1692e prohibits a debt collector from using any false,  
21 deceptive, or misleading representation or means in connection with the collection of  
22 any debt.

23  
24           125. While Section 1692e specifically prohibits certain practices, the list is  
25 non-exhaustive, and does not preclude a claim of falsity or deception based on any  
26 non-enumerated practice.

1           126. 15 U.S.C. § 1692e(5) prohibits a debt collector from threatening to take  
2 any action that cannot legally be taken or that is not intended to be taken.

3  
4           127. Defendants did not intend to take legal action against Plaintiff.

5           128. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or  
6 deceptive means to collect or attempt to collect any debt or to obtain information  
7 concerning a consumer.  
8

9           129. As a result of the foregoing, the Letter is deceptive.

10           130. As a result of the foregoing, the Letter constitutes a deceptive means to  
11 attempt to collect the Debt.  
12

13           131. As a result of the foregoing, the Letter violates 15 U.S.C. § 1692e

14           132. For the foregoing reasons, Defendants violated 15 U.S.C. §§ 1692g(b),  
15 1692e, 1692e(5), 1692e(10), and 1692f, and are liable to Plaintiff therefor.  
16

17           133. The alleged Debt is an alleged obligation of Plaintiff to pay money  
18 arising out of a transaction in which the money, property, insurance, or services  
19 which are the subject of the transaction are primarily for personal, family, or  
20 household purposes.  
21

22           134. The alleged Debt does not arise from any business enterprise of Plaintiff.  
23

24           135. The alleged Debt is a “debt” as defined by 15 U.S.C. § 1692a(5).  
25

### 26                                   **CLASS ALLEGATIONS**

27           136. Plaintiff brings this action individually and as a class action on behalf  
28 of all persons similarly situated in the State of Missouri from whom Defendant

1 attempted to collect a consumer debt using a collection letter containing the same  
2 language complained of herein, from one year before the date of this Complaint to  
3 the present.  
4

5 137. This action seeks a finding that Defendant's conduct violates the  
6 FDCPA and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.  
7

8 138. Defendant regularly engages in debt collection.  
9

10 139. The Class consists of more than 35 persons from whom Defendant  
11 attempted to collect a consumer debt using a collection letter containing the same  
12 language complained of herein.  
13

14 140. Plaintiff's claims are typical of the claims of the Class. Common  
15 questions of law or fact raised by this class action complaint affect all members of  
16 the Class and predominate over any individual issues. Common relief is therefore  
17 sought on behalf of all members of the Class. This class action is superior to other  
18 available methods for the fair and efficient adjudication of this controversy.  
19

20 141. The prosecution of separate actions by individual members of the  
21 Class would create a risk of inconsistent or varying adjudications with respect to  
22 the individual members of the Class, and a risk that any adjudications with respect  
23 to individual members of the Class would, as a practical matter, either be dispositive  
24 of the interests of other members of the Class not party to the adjudication, or  
25 substantially impair or impede their ability to protect their interests. Defendant s  
26  
27  
28

1 have acted in a manner applicable to the Class as a whole such that declaratory relief  
 2 is warranted.

3  
 4 142. Plaintiff will fairly and adequately protect and represent the interests  
 5 of the Class.

6  
 7 143. The management of the class action proposed is not extraordinarily  
 8 difficult, and the factual and legal issues raised by this class action complaint will  
 9 not require extended contact with the members of the Class, because Defendant's  
 10 conduct was perpetrated on all members of the Class and will be established by  
 11 common proof. Moreover, Plaintiff has retained counsel experienced in actions  
 12 brought under consumer protection laws.  
 13  
 14

#### 15 **JURY DEMAND**

16 144. Plaintiff hereby demands a trial of this action by jury.  
 17

#### 18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff respectfully requests judgment be entered:

- 20 a. Certifying this action as a class action; and
- 21 b. Appointing Plaintiff as Class Representative and Plaintiff's
- 22 attorneys as Class Counsel; and
- 23 c. Finding Defendants' actions violate the FDCPA; and
- 24 d. Granting damages against Defendants pursuant to 15 U.S.C. §
- 25 1692k; and
- 26 e. Granting Plaintiff's attorneys' fees pursuant to 15 U.S.C. §
- 27 1692k; and
- 28

1 f. Granting Plaintiff's costs; all together with

2 g. Such other relief that the Court determines is just and proper.

3 DATED: February 25, 2021

**BARSHAY, RIZZO & LOPEZ, PLLC**

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